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8. Attorneys for Plaintiff

9. IN THE UNITED STATES DISTRICT COURT

10. FOR THE DISTRICT OF ALASKA

11. CAPE GREIG, LLC, a Washington  
12. limited liability corporation,

13. Plaintiff,

14. v.

15. IN ADMIRALTY

16. FRED HANKINS,

17. Case No.

18. Defendant.

19. **COMPLAINT FOR BREACH OF CONTRACT, BREACH OF WARRANTY,**

20. **NEGLIGENCE AND INDEMNITY**

21. COMES NOW plaintiff Cape Greig, LLC, by and through its attorneys, Holmes  
22. Weddle & Barcott, P.C., and complains against defendant Fred Hankins (“Defendant”),  
23. as set forth below.

24. **I.**

25. **PARTIES**

26. 1.1 Plaintiff, CAPE GREIG, LLC, now is and at all materials time was a limited  
liability corporation organized and existing under the laws of the State of Washington  
and engaged in the business of owning and operating the fishing vessel CAPE GREIG.

27. 1.2 Defendant, FRED HANKINS, upon information and belief, a resident of the

28. **COMPLAINT - 1**  
29. *Cape Greig LLC v. Hankins*  
30. Case No. \_\_\_\_\_

31. **HOLMES WEDDLE & BARCOTT, PC**  
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33. SEATTLE, WA 98104-4011  
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1. State of Oregon who regularly and actively does business in this District and the owner of  
2. the commercial fishing vessel EXODUS, Official Number 960616, which fishes in this  
3. District and Alaskan waters.  
4.

5. **II**

6. **JURISDICTION AND VENUE**

7. 2.1 Subject matter Jurisdiction is based upon 28 U.S.C. § 1333, admiralty, and 28  
8. U.S.C. § 1331, federal question, specifically 46 U.S.C. § 31343. This is an admiralty or  
9. maritime claim within the meaning of Fed. R. Civ. P. 9(h).

10. 2.2 This Court has personal jurisdiction over Defendant and venue is proper since  
11. Defendant and the EXODUS do business in this District and the transactions and  
12. occurrences that form the basis for this Complaint arose in this District.  
13.

14. **III**

15. **FACTS**

16. 3.1 In May or June 2013, Plaintiff entered into an agreement with Defendant for  
17. the transportation of a skiff owned by Ernest T. Pierce on Defendant's vessel EXODUS  
18. from Kenai, Alaska to Pilot Point, Alaska to occur in June of 2013. This agreement  
19. followed an agreement between Plaintiff and Pierce that Plaintiff would make  
20. arrangements for such transportation. Defendant represented to Plaintiff that he and the  
21. EXODUS were capable of transporting the skiff as agreed.  
22.

23. 3.2 In June of 2013 Defendant undertook to transport the skiff as agreed. In doing  
24. so, Defendant did not use adequate equipment or crew to safely accomplish the tow  
25.

26. **COMPLAINT - 2**

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and/or did not have the reasonable skill, energy, care and diligence to safely tow the skiff under the circumstances. On or about June 13, 2013 Plaintiff learned that the skiff capsized in Kachemak Bay while under the control of Defendant and/or Defendant's agent(s).

3.3 As a result of the Defendant's acts and omissions, and the damage suffered by the skiff while it was under Defendant's control, Pierce has filed suit in the Western District of Washington against CAPE GREIG LLC and two other related entities, claiming repair damages of \$18,047.91 and lost fishing income of \$58,875.34. Attached hereto as **Exhibit A** is the Complaint to that action.

IV

**CAUSE OF ACTION - BREACH OF CONTRACT AND BREACH OF WARRANTY**

4.1 Plaintiff realleges and incorporates by reference all prior paragraphs as state in their entirety herein.

4.2 Defendant's failure to transport the skiff as agreed and in a reasonable and workmanlike manner constituted a failure by Defendant to perform the terms of his contract with Plaintiff has resulted in a material breach of its contract.

4.3 By failing to take adequate steps to accomplish the tow under the foreseen conditions and circumstances, Defendant breached his duty to provide an adequate towing vessel, to use reasonable skill, energy care and diligence in performing the tow, and to use adequate vessel and crew to safely complete the tow.

4.4 As a direct result of Defendant's breach of contract and breach of warranty, all

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1. as set forth above, Plaintiff has suffered or will suffer direct and consequential damages  
2. in an amount to be proven at trial, but no less than the amount of Plaintiff's liability, if  
3. any, to Pierce due to the damaged skiff, along with reasonable attorneys' fees and costs  
4. incurred by Plaintiff as a result of this occurrence.  
5.

6. **V**

7. **CAUSE OF ACTION - NEGLIGENCE**

8. 5.1 Plaintiff realleges and incorporates by reference all prior paragraphs as state in  
9. their entirety herein.

10. 5.2 By failing to use reasonable care, or reasonable equipment or facilities and/or  
11. a reasonable and qualified crew in performing the transportation of the skiff, Defendant  
12. breached its duty of care and was negligent under maritime law.  
13.

14. 5.3 As a direct and proximate cause of Defendant's negligence, Plaintiff has  
15. suffered or will suffer direct and consequential damages in an amount to be proven at  
16. trial, but no less than the amount of Plaintiff's liability, if any, to Pierce due to the  
17. damaged skiff, along with reasonable attorney fees and costs incurred by Plaintiff as a  
18. result of this occurrence.  
19.

20. **VI**

21. **CAUSE OF ACTION - INDEMNITY**

22. 6.1 Plaintiff realleges and incorporates by reference all prior paragraphs as state in  
23. their entirety herein.

24. 6.2 By failing to transport the skiff as agreed or in a safe, reasonable or  
25.

26. **COMPLAINT - 4**

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1 workmanlike manner, Defendant breached the implied warranty and is therefore liable to  
2 Plaintiff for indemnity in an amount to be proven at trial, but no less than the amount of  
3 Plaintiff's liability, if any, to Pierce due to the damaged skiff, along with reasonable  
4 attorneys' fees and costs incurred by Plaintiff as a result of this occurrence.  
5

6 **VII**

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiff prays that the Court declare and award as follows:

9. 1. For judgment of liability in favor of Plaintiff against Defendant;
10. 2. For an award of damages and/or indemnity in favor of Plaintiff against  
11. Defendant in an amount equal to the liability of Plaintiffs' to Pierce, as well as all  
12. reasonable attorneys' fees, costs and expenses incurred in defense of Pierce's claims;
13. 3. An award of reasonable attorney fees and costs incurred in bringing this action  
14. as allowed by law; and
15. 4. Enter such other and further relief as the court deems reasonable and just.

16. DATED this \_\_ day of March, 2015.

17. HOLMES WEDDLE & BARCOTT, P.C.

18. s/ John E. Casperson  
19. John E. Casperson, ABA #7910076  
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25. Attorneys for Plaintiff

26. **COMPLAINT - 5**  
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